Jenkins v. *Brooklyn Heights R. Co.*, 51 N. Y. 216; *Laird* v. *Pittsburg Traction Co.*, 166 Pa. 4; *Ray* v. *Cortland & Homer Traction Co.*, 46 N. Y. Supp. 521. Another recent case, *Keen* v. *Detroit Electric Ry. Co.*, 123 Mich. 247, takes the opposite view. See also *Frederick* v. *Marquette etc. Ry. Co.*, 37 Mich. 342; *Bradshaw* v. *South Boston Ry. Co.*, 135 Mass. 407; *Pine* v. *St. Paul etc. Ry. Co.*, 50 Minn. 144. What would seem to be the more correct view is that announced in the *Keen* case, and contrary to that of the principal case.

STRIKES—CONTEMPT OF COURT—LIABILITY OF LABOR UNIONS.—Franklin Union, No. 4, an incorporated union of employees, was before the court to show cause why it should not be punished for contempt for violation of an injunction. The bill had charged that the union and its officers had conspired unlawfully to obstruct and interfere with the business of Chicago Typothetæ, a voluntary association of employers engaged in publishing and printing, and prayed for an injunction restraining any unlawful interference with their business or employees. The injunction was granted to the above effect, and specifically forbade picketing and other forms of unlawful persuasion. Subsequently many employees of the plaintiff were assaulted and intimidated by members, committeemen and officers of the union; one of the worst aggressors was defended by the union's attorney, and strike benefits were paid with the union's money, with no discrimination against members known to be guilty of criminal acts. *Held*, the evidence established the union as a co-conspirator with its offending members, privy to violations of the injunction and therefore guilty of violation, and amenable to discipline. Respondent union was fined $1,000. *People ex rel. Chicago Typothetæ* v. *Franklin Union*, No. 4 (1904), Superior Court, Cook County, Ill., 36 Chic. Leg. News 237; No. 51 Bulletin of Bureau of Labor.

This seems to be the only case reported in this country in which a fine has been imposed upon a labor union, probably because few of them are incorporated. The primary question for solution was, whether Franklin Union, No. 4, was so connected with violations of the injunction by its members as to make it a party to such violations. The evidence conclusively shows that all the overt acts proven were planned at union headquarters and directed by and with the consent of its officers. The record book and stub check book of the union were destroyed to prevent their use in evidence, and therefore every presumption of fact, and conclusion reasonably deducible therefrom is to be indulged against them. *Stock Exchange* v. *Board of Trade*, 196 Ill. 407. A combination to injure a man by preventing him from carrying on his business is unlawful. *Doremus* v. *Hannessy*, 176 Ill. 608. Conspiracy once established, each conspirator becomes responsible for the means used by any conspirator in accomplishing the common purpose. *Lasher* v. *Litell*, 202 Ill. 551. The responsibility of defendant was sought to be avoided on the ground that it had surrendered its charter on the day the relators filed their petition for the rule. The union was, however, amenable for all liabilities prior to dissolution. *Singer & Talcott* v. *Hutchinson*, 176 Ill. 48.